# REDSTONE FEDERAL CREDIT UNION MasterCard Gold Pricing Information

All of the below information is accurate as of 4/1/14, but may be subject to change after this date. For information regarding any such change, you should contact the Credit Union at 220 Wynn Drive, Huntsville, AL 35893 or call us at 256-837-6110 or 1-800-234-1234.

Actual pricing will vary from one cardholder to another.

Interest Rates and Interest Charges		
Annual Percentage Rate (APR) for Purchases	APRs ranging from <b>7.00%</b> to <b>10.50%</b> This APR will vary with the market based on the Prime Rate plus a margin.	
APR for Balance Transfers	APRs ranging from <b>7.00%</b> to <b>10.50%</b> This APR will vary with the market based on the Prime Rate plus a margin.	
APR for Cash Advances	APRs ranging from <b>9.00</b> % to <b>12.50</b> % This APR will vary with the market based on the Prime Rate plus a margin.	
Penalty APR and When it Applies	18.000%  This APR may be applied to your account anytime you allow your account to	
	become delinquent sixty-one (61) days.	
	<b>How Long Will the Penalty APR Apply?</b> If your APRs are increased for this reason, the Penalty APR will apply until you make the first 6 consecutive minimum monthly payments when due.	
Paying Interest	Your due date is at least 25 days after the close of each billing cycle. We will not charge you interest on purchases or balance transfers if you pay your	
	entire balance by the due date each month. We will begin charging interest on cash advances on the posting date.	
Minimum Interest Charge	None	
For Credit Card Tips from	To learn more about factors to consider when applying for or using a credit	
the Consumer Financial	card, visit the website of the Consumer Financial Protection Bureau at	
Protection Bureau	http://www.consumerfinance.gov/learnmore.	

Fees	
Annual Fee	None
Transaction Fees	
Foreign Transaction	Up to 1% of the converted transaction amount for each international
	multicurrency or single currency transaction.
Penalty Fees	
Late Payment	up to <b>\$35.00</b>
Over-the-Credit Limit	up to <b>\$35.00</b>
Returned Payment	up to <b>\$35.00</b>

**How We Will Calculate Your Balance:** We use a method called "average daily balance (including current purchases)". See your account agreement for more details.

**Billing Rights:** Information on your rights to dispute transactions and how to exercise those rights is provided in your account agreement.

# Important Notice Regarding Your MasterCard Gold Account

This notice is a part of the MasterCard Gold Account Agreement and contains important rate information about your MasterCard Gold Credit Card Account. In this notice the words "you", "your" and "yours" mean the Account Cardholder(s) and the words "we", "us" and "our" mean Redstone Federal Credit Union, Huntsville, Alabama.

Variable Annual Percentage Rates for Purchases, Balance Transfers, and Cash Advances as of **April 1, 2014**. For current rate information, please contact Redstone Federal Credit Union at 256-722-3480 or 1-800-234-1234 ext. 3480 or write to us at 220 Wynn Drive, Huntsville, Alabama 35893.

The Annual Percentage Rate for Purchases, Balance Transfers, and Cash Advances is based upon the value of a "loan rate index" plus a margin, and is subject to change monthly (see below). The monthly periodic rates and the Annual Percentage Rates are variable rates that may change from time to time (increase or decrease) based on movements in the loan rate index, which is the US Prime Rate as published in the Wall Street Journal on the last business day of each month. The current index is the most recent index figure available as of the last business day of the calendar month just prior to the calendar month of this Agreement or current billing cycle. If more than one rate is published, we may choose the highest rate. The **ANNUAL PERCENTAGE RATE** shall not be adjusted higher than 18% or the maximum Annual Percentage Rate permissible by law, whichever is less. An increase in the US Prime Rate will result in an increase in the amount of your Finance Charge, Minimum Periodic Payment, and Outstanding Balance.

We calculate the variable Annual Percentage Rate for Purchases and Balance Transfers by adding 3.75%; 5.25% **or** 7.25% to the US Prime Rate. Currently, the **ANNUAL PERCENTAGE RATE** for Purchases and Balance Transfers is 7%; 8.50 % **or** 10.50% respectively, which corresponds to a monthly periodic rate of 0.58333333%; 0.70833333% **or** 0.875%, respectively.

We calculate the variable Annual Percentage Rate for Cash Advances by adding 5.75%; 7.25% or 9.25%, to the US Prime Rate. Currently, the **ANNUAL PERCENTAGE RATE** for Cash Advances is 9.00%; 10.5%, or12.5%, respectively, which corresponds to a monthly periodic rate of 0.75%; 0.875% or1.0416666%, respectively.

# REDSTONE FEDERAL CREDIT UNION MASTERCARD GOLD CREDIT CARD ACCOUNT AGREEMENT

# ("Agreement") and Disclosure Under the Federal Truth-in-Lending Act

This Agreement and Disclosure Statement contains the terms and conditions which apply to my **MASTERCARD GOLD** Credit Card Account with Redstone Federal Credit Union. It also contains disclosures required by the Federal Truth-in-Lending Act. Please read all of this Agreement (front and back) because when you have accepted, signed or used your Card, or the Account, you have agreed to the Terms and Conditions of this Agreement. In this Agreement the words "you", "your" and "yours" mean the Account Cardholder(s). The words "we", "us" and "our" mean Redstone Federal Credit Union, Huntsville, Alabama.

The following definitions apply to the terminology used in this Agreement and your monthly statement.

**Account**—The **MASTERCARD GOLD** Open-End Credit Card Account approved by us for your use which is subject to the Terms and Conditions of this Agreement.

Annual Percentage Rate—The cost of your credit as a yearly rate.

Balance Transfer—The process by which you can move a charge or credit card or loan balance from one card or account to your Account with us.

**Billing Cycle**—The time interval between your regular monthly billing statement dates. This interval is considered to be an equal interval of time unless a billing date varies more than four (4) days from the regular date.

Cash Advances—Credit extended by us to you in the form of a loan made when you present the Card to us or to any financial institution honoring the Card, or use of any other credit instrument, check, draft, device, overdraft coverage plan or automated teller machine we make available to you.

**Card**—the **MASTERCARD GOLD** Credit Card subject to this Agreement issued to you by us, or other single credit device being issued from time to time upon presentation to obtain money, property, labor, or services, on credit. "Card" is implied when you obtain credit by using your Account number without using the Card, such as fax, Internet, mail or telephone orders.

**Cardholder**—The natural person to whom a Card is issued upon the request or application of that natural person for any purpose, including consumer credit, business, commercial, or agricultural use, or a natural person who has agreed with us to pay obligations arising from the issuance of such a Credit Card to another person.

**Credit Line Check**–Any draft we make available to you for the purpose of drawing it against the Account. Funds in payment of Credit Line Checks are to be considered to be and subject to the same terms as Cash Advances.

**Closing Date**—The date of the last date of a Billing Cycle.

Credit Line-The maximum amount of credit available to you as set for the Account by us from time to time.

**Finance Charge**—The cost of credit extended to you on the Account resulting from applying the Periodic Rate to the Average Daily Balance.

New Balance—The Account balance outstanding on the Closing Date.

**Other Charges**— Charges to your Account other than Finance Charges, Balance Transfers, Purchases, or Cash Advances. Other Charges are listed in part (d) of the Agreement.

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**Periodic Rate**—The percentage rate of Finance Charge imposed against a balance for a period. In this Agreement a "Monthly" Periodic Rate is used.

**Previous Balance**—The balance of the Account at the beginning of the Billing Cycle. (It is the same amount that was shown as "New Balance" on the Closing Date on the statement for the preceding Billing Cycle).

**Purchases**—Extensions of credit by us to you for Balance Transfers and Purchases through sellers and lessors of goods, labor, insurance and/or services that honor your Card.

**User**—The person(s) authorized by an Account Cardholder to obtain credit under an Account whether named in an application as a User, or otherwise.

**TERMS AND CONDITIONS** (Including Federal Truth-in-Lending Disclosure).

# ASSIGNMENT OF SHARE ACCOUNTS/INSTRUMENTS AND/OR SECURITY AGREEMENT

YOU FURTHER AGREE AND UNDERSTAND THAT BY ACCEPTING, SIGNING OR USING THE CARD OR ACCOUNT, YOU ALSO GIVE US A SECURITY INTEREST IN ANY SAVINGS, CHECKING, MONEY MARKET AND SHARE CERTIFICATES (EXCEPT INDIVIDUAL RETIREMENT ACCOUNTS AND KEOGHS) OF WHICH YOU ARE AN ACCOUNT OWNER TO PROTECT US IN THE EVENT YOUR ACCOUNT BECOMES DELINQUENTOR IN DEFAULT.

Balance Transfers, Purchases and Cash Advances. You can use the Card for Balance Transfers, Purchases, and Cash Advances. HOWEVER, YOU MAY NOT USE THE ACCOUNT OR ANY ACCESS DEVICE, WHETHER DESCRIBED IN THIS AGREEMENT OR ADDED IN THE FUTURE, FOR ANY ILLEGAL OR UNLAWFUL TRANSACTION, AND WE MAY DECLINE TO AUTHORIZE ANY TRANSACTION THAT WE BELIEVE POSES AN UNDUE RISK OF ILLEGALITY OR UNLAWFULNESS. NOTWITHSTANDING THE FOREGOING, WE MAY COLLECT ON ANY DEBT ARISING OUT OF ANY ILLEGAL OR UNLAWFUL TRANSACTION. You will owe us for these amounts plus Other Charges and Finance Charges, if any. All sums due us are to be paid in United States Dollars. Any check or money order in payment of your Account must be drawn on a financial institution located in the United States or its possessions.

Balance Transfers. If you transfer a balance to your Account, the available credit on your Account will be reduced by the amount you transfer. Total balances may not exceed your available credit limit. Transfers are posted at the current balance transfer rate. Promotional rates do not apply. The amount will show up on your initial monthly Account statement. Your other card(s) or account(s) you transferred may not be closed even if you transfer the entire balance(s). If you want to close an account(s), you must contact the other company directly. It may take up to three weeks to set up your Account with us and post the balance transfer(s). Therefore, you may need to make payments to your other account(s) to keep them current until you have been notified that the transfer(s) is complete. We reserve the right to decline to process any partial or full balance transfer request. Refinancing of any existing Credit Union loan product is excluded from balance-transfer promotions.. At our option, we may charge a fee for balance transfers.

<u>Monthly Statement.</u> If you have an outstanding debit or new credit balance in excess of \$10r if there is any Finance Charge imposed during a Billing Cycle we will send you a statement. You must pay us (or, if we elect, to any party to whom we transfer and assign your Account) according to the Terms and Conditions of this Agreement. A fee will be imposed for additional statement copies.

## (a) A Statement of When Finance Charges Begin to Accrue.

Balance Transfers, Foreign Currency Conversion Fees, and Purchases. A Finance Charge in the form of a Foreign Currency Conversion Fee of up to 1% will apply to each international multicurrency transaction that is converted to U.S. dollars posted during a Billing Cycle and a Foreign Currency Conversion Fee of up to 1% will apply to each international single currency transaction not involving currency conversion posted during a Billing Cycle. A Finance Charge in the form of a monthly periodic rate will be imposed on new transactions for Balance Transfers and Purchases. However, if we receive your entire New Balance within twenty-five (25) days (grace period) from the Closing Date on your first monthly statement on which those Balance Transfers or Purchases were posted to your Account, you pay no Finance Charge. After the twenty-five (25) days (grace period), if the entire New Balance is not paid, the Finance Charge will accrue from the beginning of the Billing Cycle to the end of that same Billing Cycle.

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**Cash Advances.** A Finance Charge in the form of a monthly periodic rate that will accrue from the date posted will be imposed on new transactions for Cash Advances. The Finance Charge will accrue until the Account is paid in full. There is no time period within which to pay to avoid this Finance Charge.

**Note:** If your Account is subject to a Finance Charge, then the more that you pay and the sooner you pay, the less your Finance Charge will be.

# (b) The Method of Determining the Balance Upon Which a Finance Charge will be Imposed.

We figure a portion of the Finance Charge by applying a Foreign Currency Conversion Fee of up to 1% to each international multicurrency transaction that is converted to U.S. dollars posted during a Billing Cycle and a Foreign Currency Conversion Fee of up to 1% to each international single currency transaction not involving currency conversion during a Billing Cycle.

We figure a portion of the Finance Charge by applying a monthly periodic rate to each of the "Average Daily Balances" of Purchases (including current Purchases), Balance Transfers (including current Balance Transfers), and Cash Advances (including current Cash Advances) unless an Annual Percentage Rate adjustment occurs (see Annual Percentage Rate Adjustment).

- (i) To get the "Average Daily Balance" of Purchases, we take the beginning balance attributable to Purchases of your Account each day, add any new Purchases and subtract any payments or credits, unpaid Finance Charges, and unpaid Other Charges. This gives us the daily balance for Purchases. Then, we add all these daily balances for the Billing Cycle together and divide the total by the number of days in the Billing Cycle. This gives the "Average Daily Balance" of Purchases. If the Previous Balance is paid in full during the first twenty-five (25) days of the Billing Cycle, the "Average Daily Balance" of Purchases will include new Purchases posted during the Billing Cycle only.
- (ii) To get the "Average Daily Balance" of Balance Transfers, we take the beginning balance attributable to Balance Transfers of your Account each day, add any new Balance Transfers and subtract any payments or credits, unpaid Finance Charges, and unpaid Other Charges. This gives us the daily balance for Balance Transfers. Then, we add all these daily balances for the Billing Cycle together and divide the total by the number of days in the Billing Cycle. This gives the "Average Daily Balance" of Balance Transfers. If the Previous Balance is paid in full during the first twenty-five (25) days of the Billing Cycle, the "Average Daily Balance" of Balance Transfers will include new Balance Transfers posted during the Billing Cycle only.
- (iii) To get the "Average Daily Balance" of Cash Advances, we take the beginning balance attributable to Cash Advances of your Account each day, add any new Cash Advances and subtract any payments or credits, and unpaid Finance Charges. This gives us the daily balance for Cash Advances. Then, we add all these daily balances (credit balances are excluded) for the Billing Cycle together and divide the total by the number of days in the Billing Cycle. This gives us the "Average Daily Balance" of Cash Advances.

Promotional Annual Percentage Rate for Balance Transfers, Purchases and Cash Advances. At our option, from time to time, we may offer a promotional Annual Percentage Rate for Balance Transfers, Purchases and Cash Advances that may apply to your Account subject to the terms and conditions of the offer. The offer will be in effect for a specific time period, but no less than six (6) months. After the time period stated in the offer expires, the current Annual Percentage Rate will apply to any existing balances in accordance with your Credit Card Disclosure Statement Terms and Conditions and Credit Card Account Agreement.

Annual Percentage Rate Adjustment. An Annual Percentage Rate adjustment event will occur anytime your Account becomes sixty-one (61) days delinquent. We will change your ANNUAL PERCENTAGE RATE to a fixed rate of 18% (corresponds to a monthly periodic rate of 1.500%) on the first day of the Billing Cycle following the cycle that your Account was sixty-one (61) days past due and after providing you at least a forty-five (45) day advance written notice. Then, once you make the first six (6) consecutive minimum monthly payments when due, the Annual Percentage Rate will automatically decrease to the current APRs in effect at that time.

## (c) The Method of Determining the Amount of the Finance Charge.

The Finance Charge imposed during a Billing Cycle will be determined by:

- (1) Multiplying the Average Daily Balance of Purchases by a Monthly Periodic Rate (corresponds to the Annual Percentage Rate for Purchases See "Important Notice" on the reverse side of the mailer containing your credit card(s) for specific rate information);
- (2) Multiplying the Average Daily Balance of Balance Transfers by a Monthly Periodic Rate (corresponds to the Annual

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- Percentage Rate for Balance Transfers See "Important Notice" on the reverse side of the mailer containing your credit card(s) for specific rate information);
- Imposing a Foreign Currency Conversion Fee of up to 1% for each international multicurrency transaction that is converted to U.S. dollars posted during a Billing Cycle and a Foreign Currency Conversion Fee of up to 1% for each international single currency transaction not involving currency conversion during a Billing Cycle;
- (4) Multiplying the Average Daily Balance of Cash Advances by a Monthly Periodic Rate (corresponds to the Annual Percentage Rate for Cash Advances See "Important Notice" on the reverse side of the mailer containing your credit card(s) for specific rate information);
- (5) Adding the results of (1), (2), (3), and (4) together.
- (d) Other Charges. Other Charges will be imposed on your Account as follows and will be included in the Purchases balance of your Account:
  - (1) Late Payment Charge. If you do not pay a Minimum Payment within ten (10) days after the Payment Due Date, a single Late Payment Charge of up to the federally-mandated maximum amount of \$35 may be imposed on your Account. If your Account is late in subsequent Billing Cycles, additional late charges may apply for each applicable Billing Cycle that your Account is late.
  - Over-the-Limit Fee. If you have Over-the-Credit-Limit Coverage and your New Balance exceeds your Credit Line on the Closing Date of the Billing Cycle, an Over-the-Limit Fee of up to the federally-mandated maximum amount of \$35 may be imposed on your Account. Only one fee may be imposed per Billing Cycle. If your Account is over the limit in subsequent Billing Cycles, a fee may be imposed for three consecutive Billing Cycles for the same over-the-limit transaction. However, if another over-the-limit transaction occurs during either of the last two billing cycles, you may be subject to another fee.
  - (3) **Insurance.** Borrower's insurance is available at your option on an Account Cardholder pay basis.
  - (4) **State Documentary Tax.** You may be assessed the actual state documentary tax on any Cash Advance that is made outside the State of Alabama.
  - (5) **Replacement Card Fee.** If your Card is damaged or lost, a charge of \$5 may be imposed on your Account for each replacement Card you request.
  - (6) **Document Copy Fee.** If you request a photographic or other documentary evidence of a slip (ticket/draft) regarding a Purchase, Cash Advance, or other transaction on your Account, a charge of \$12 per copy will be imposed on your Account.
  - (7) **Statement Copy Fee.** If you request a copy of a statement or other miscellaneous item, a fee of \$3 for each copy will be imposed on your Account.
  - (8) **Credit Line Check Copy Fee.** If you request a copy of a Credit Line Check, a fee of \$3 for each copy will be imposed on your Account.
  - (9) **Stop Payment Fee.** If you request a stop payment on a check, a fee of \$25 for each stop payment will be imposed on your Account.
  - (10) **NonSufficient Fund (NSF) Charge.** A NSF charge of up to the federally-mandated maximum amount of \$35 may be imposed on your Account for each Credit Line Check, NSF check, or share draft payment that is returned for insufficient funds.
  - (11) **Document Research Fee.** A \$20 (per hour) research fee will be imposed on your Account for any Cardholder's request for research that exceeds one (1) hour of research time.
  - (12) **Credit Card Rush Order Fee.** If you request a rush on a Card you ordered, a fee of \$60 for each rush order may be imposed on your Account.
- (e) <u>The Minimum Periodic Payment Required.</u> If you elect not to pay your New Balance in full, a payment of 2.5% of the outstanding balance or \$25, whichever is greater, must be made by you within twenty-five (25) days after the Closing Date of the Billing Cycle as shown on your statement. You will pay no less than the Minimum Payment as indicated on your statement each month. If you make extra or larger payments, you are still required to make at least the Minimum Payment each month that your Account has a balance unless you have received written permission from us not to or we do not require you to make a Minimum Payment during certain designated Billing Cycles (see Skip Payment Option below).

In addition to the above, Minimum Payment will also include the amount of all past due payments or the amount by which the New Balance exceeds the Credit Line for the Account (whichever of those two amounts is the greater), and unpaid Late Payment Charges, but these additions are due immediately and are not subject to a Late Payment Charge. Disputed transactions are deducted from the New Balance before determining the Minimum Payment. You may pay your Account in full at any time. Credits, other than payments, to your Account will not be applied toward your Minimum Payment.

- (f) <u>Skip Payment Option.</u> At our option, we may not require you to make a Minimum Payment during certain designated Billing Cycles. If you do not make your Minimum Payment as provided for in this Agreement, you understand that we will continue to apply Finance Charges to your Account. Beginning with the Billing Cycle following a skipped payment, you agree that all of the provisions of this Agreement shall apply.
- (g) <u>Application of Payments.</u> Payments when paid during a Billing Cycle will generally be applied to amounts outstanding at the time the payment is posted. Credits are generally applied to amounts outstanding at the time the credit is posted. We reserve the right to apply required minimum payments and credits in any manner we choose. However, we will apply amounts in excess of the required minimum payment first to the card balance bearing the highest rate of interest, and then to each successive balance bearing the next highest rate of interest, until the payment is exhausted.
- (h) <u>Your Liability for Unauthorized Use of Your Card.</u> You may be liable for the unauthorized use of Your Credit Card (See Liability Provisions Below). You must notify us orally or in writing, of the loss, theft or possible unauthorized use of the Card. Contact us at Redstone Federal Credit Union, 220 Wynn Drive, Huntsville, AL 35893 or call us at 256-722-3480 or 1-800-234-1234 ext. 3480 or after business hours at 1-800-241-7547.

#### **MASTERCARD** Liability:

You will have zero liability on your MASTERCARD Credit Card if you meet all of the following three conditions: (1) you must have exercised reasonable care in safeguarding the Card from risk of loss or theft; (2) you must not have reported two or more incidents of unauthorized use within the preceding twelve months; and (3) your Account must be in good standing. The Credit Union may increase the limit of your liability for unauthorized MASTERCARD transactions only if we reasonably determine, based on substantial evidence, that you were grossly negligent or fraudulent in the handling of your Account or Card.

(i) Additional Provisions. You also agree to all of the following:

<u>Ownership of Cards.</u> Any Card or other credit instrument or device which we supply to you is our property and must be returned to us or our agent immediately upon demand. If we ask, you will destroy the Card by cutting it in half, and will surrender it to us or our agent, mail it to us, or drop it off at any of our offices that we direct.

<u>Individual Liability.</u> You agree to sign (and, if appropriate, have authorized user sign) in the space provided for authorized signatures on the Card before the Card is used. You as an Account Cardholder, will be liable for all credit obtained under an Account, whether obtained by you or by a User of the Account. If there is more than one Account Cardholder then each will be liable, jointly and severally, for all credit obtained under an Account, as well as all Finance and Other Charges provided for in this Agreement.

<u>Card Used by Others.</u> If you authorize another person to use a Card to obtain credit on your Account and entrust a Card to him or her for that purpose, you agree that such authorization shall continue in effect for as long as that person has the Card, that you will be liable for all charges to the Account arising from use of the Card by such person during that time, and, that no revocation of such authorization by you will be effective or binding on us until you recover possession of the Card to our satisfaction. Misuse of a Card by an authorized User will not be considered to be unauthorized use.

Credit Line. You will not use the Account to obtain credit in excess of the amount of the Credit Line available to you, unless you have Over-the-Credit-Limit Coverage. You must affirmatively agree in writing to have this coverage. Over-the-Credit-Limit Coverage is available for up to 10% of your Credit Line. If you have this coverage and you go over your limit, an Over-the-Limit Fee may be imposed on your Account. If you do not opt-in (agree) to the coverage, we will decline any transactions that cause you to go over your Credit Line. Even if you have Over-the-Credit-Limit Coverage, in some cases, we may still decline a transaction that would cause you to go over your line, such as if you are past due or significantly over your Credit Line. Your Credit Line will be shown on the Card mailing form that accompanies your Card and on each monthly statement. If we agree in writing to temporarily allow you to exceed your Credit Line, you agree to repay the excess amount according to the terms of this Agreement. We can increase or decrease your Credit Line at our discretion. Cash Advances obtained through an automated teller machine are limited to a maximum of \$500 per day. Individual transaction limits cannot exceed \$500 (individual institutions set machine transaction limits which may be less than \$500).

<u>Transactions.</u> You will retain for statement verification your copy of each slip (ticket/draft) resulting from each Purchase, Cash Advance, and other transactions on your Account. Upon your reasonable request or proper written notice of a billing error, we will provide you with a photographic or other documentary evidence of each transaction for a fee.

<u>Termination.</u> Either you or we may terminate or suspend your credit privileges under this Agreement at any time upon written notice. The provisions of this Agreement shall otherwise remain in full force and effect until you pay all sums due us. To terminate credit availability on the Account send your request to us in writing.

**Transfer of Account.** You cannot transfer an Account to any other person.

Honoring of Card. We will not be responsible for and shall have no liability for the failure or refusal of a merchant, a financial institution, an ATM, or any third party to honor the Card or any other credit instrument or device we supply to you. Although you may have credit available, we will not be liable for failure to authorize credit for a particular transaction due to operational difficulties or mistakes. Transactions made above a certain dollar amount may require authorization by us before the transaction is approved. The number and amount of transactions you make in one (1) day may be limited since we may limit the number of authorizations which may be given. These restrictions are for security reasons. As a result, we cannot explain the details of how our authorization system works. Neither we nor our agents will be responsible or have any liability if authorization for a transaction is not given. If your Account is over-the-limit or delinquent, authorization of credit for transactions may be declined.

**Refunds.** If a seller agrees to give you a refund or adjustment you will accept a credit slip for your Account in lieu of a cash refund. If your credits and payments exceed what you owe us, we will hold and apply this credit balance against Purchases and Cash Advances, unless it is \$10r more. If it is \$10r more, we will refund it upon written request or, after six (6) months, automatically, if your current location is known to us and it can be traced through your last known address or telephone number.

<u>Change of Address, Employment and Telephone.</u> You will advise us promptly if you change your employment, telephone number, or mailing address. We can accept address corrections received from the U.S. Postal Service or consumer reporting agencies if you fail to give us proper notice. However, if we receive a notice of a change of address from the U.S. Postal Service regarding your address, and, within at least thirty (30) days, a request for an additional or replacement Card, we will not issue the Card unless we can validate your address. All written notices and statements by us to you will be sent to your address as it appears on our records.

<u>Credit Reports.</u> You authorize us to make or have made any employment and investigative credit inquiries as we deem appropriate for the extension of credit or collection of amounts owing on the Account. We can furnish information concerning your Account or credit file to consumer reporting agencies and others who may properly receive that information.

<u>Irregular Payments.</u> We can accept late payments or partial payments, or checks and money orders marked "payment in full", or similar words, without losing any of our rights under this Agreement. Payments must not be made by postdated check (shows a future date). If we receive payment by a postdated check, we may clear the check and we shall have no liability if the check is posted to the deposit account prior to the date which appears on the check.

<u>Credit Line Checks.</u> At our option we may supply you with Credit Line Checks which are printed with your name and Account number. They are subject to the following conditions:

(a) Only the person whose name is printed on a Credit Line Check may sign it; (b) All Credit Line Checks must be written in U.S. dollars; (c) Payment of a Credit Line Check will be considered as Cash Advances on your Account. If you use a Credit Line Check to make a purchase, finance charges will accrue from the day the Credit Line Check posts to your Account until the day the balance of the Credit Line Check is paid in full. Credit Line Checks are not covered under MasterCard's dispute rules; (d) You may not use a Credit Line Check to make payments on your Account or any other Credit Union account or use a Credit Line Check to refinance any existing Credit Union loan product; (e) You agree that Credit Line Checks paid on your Account will not be returned to you; (f) You may obtain copies of Credit Line Checks upon your reasonable request. However, a fee per Credit Line Check copy will be imposed. (g) We are authorized to pay any Credit Line Check drawn on the Account even though the signature on the Credit Line Check does not correspond exactly with your signature on our records; but we are not obligated to pay any Credit Line Check on the Account unless the signature corresponds exactly to the signature; (h) If a Credit Line Check drawn by you is presented to us for payment and the amount of the Credit Line Check would cause the Account balance to exceed your established Credit Line, then we, at our sole discretion, can either pay the Credit Line Check or return it. If we pay the Credit Line Check, the amount in excess of your Credit Line is due immediately. We can return your Credit Line Check if your Account is in default. If we dishonor and return the Credit Line Check, we will not be liable for non-payment. You will be charged a fee for each NSF (NonSufficient Fund) Credit Line Check and NSF check or share draft payment; (i) To stop payment on a Credit Line Check, your Credit Card Account must be closed. A new Account will be opened and a new Credit Card number will be issued. If you stop payment on a Credit Line Check, your order must be received at such time and in such manner as to afford us a reasonable opportunity to act on it prior to any action by us with respect to the Credit Line Check. However, we will not be liable for the payment or non-payment of any Credit Line Check. An oral order of stop payment is binding upon us for only fourteen (14) calendar days unless confirmed in writing within that period. A written order of stop payment is effective for only six (6) months unless renewed in writing. A stop payment fee will be accessed to your Account for each stop payment order; and (j) You agree not to write a postdated Credit Line Check (shows a future date) on the

Account and we may pay a Credit Line Check notwithstanding the postdate. We may pay Credit Line Checks dated more than six (6) months prior to the date of presentment. We will not certify a Credit Line Check.

**Default.** You will be in default of this Agreement if (1) you do not make at least a Minimum Payment on or before Payment Due Date, (2) you try to exceed or do exceed your Credit Line without our permission, (3) you become subject to bankruptcy or insolvency proceedings, (4) attachment or garnishment proceedings are instituted against you or your property, (5) we reasonably deem ourselves insecure, (6) you provide us with false information or signature, (7) you die, or (8) you fail to comply with any provision of this Agreement. Acceptance of a payment or Late Payment Charge after a Payment Due Date or after you have exceeded your Credit Line does not waive the default. Default on the Account or other obligations that you have with us will constitute default on all accounts with us. If you are in default we may, at our option, declare the entire balance due immediately without notice or demand. You must pay all costs, disbursements and reasonable attorney's fees (if the unpaid balance exceeds \$300 and the Account is referred after default to an attorney not a salaried employee of ours) incurred by us in legal proceedings to collect and enforce the debt on this Account in the event of delinquency by you or in event of a breach of any obligation by you under this Agreement.

<u>Collection.</u> If your Account should become past due, or otherwise in default, you will accept telephone calls from us regarding collection of your Account. You understand that the calls may be automatically dialed and a recorded message may be played. You agree that such calls shall not be "unsolicited" calls for the purpose of state or federal law.

<u>Security.</u> You understand that the collateral securing your other loans with us may also secure this loan, except for your principal dwelling and household goods.

**<u>Delay in Enforcement.</u>** We can delay enforcing our rights under this Agreement without losing them.

Amendment and Assignment. Upon at least a forty-five (45) day prior written notice mailed to you, significant changes to an account term or an increase in the required minimum periodic payment set forth in this Agreement may be amended by us at any time, which amendments shall govern any transaction occurring prior to the effective date of such amendments, as to which there is any unpaid balance owing to us on the effective date of such amendments, and such amendments shall also govern any transaction occurring after such effective date. Account terms refer to Annual Percentage Rates, fees for issuance or availability, fixed finance charges or minimum interest charges, transaction charges, grace period, balance computation methods, cash advance fees, late payment fees, over-the-limit fees, balance transfer fees, returned-payment fees, and required insurance, debt cancellation, or debt suspension coverage, if applicable to your Account. Amendments involving increased Annual Percentage Rates, fees, or charges will not apply to new Accounts for the first year, unless the Account is more than sixty (60) days delinquent. We will not apply an increased Annual Percentage Rate, fee, or charge to transactions that occur prior to or within fourteen (14) days after provision of the notice. The date of the transaction determines when the transaction occurred.

Upon receipt of the notice, you have the right to opt out (reject) of the amendments prior to the effective date. We will apply the changed term(s) to any transactions made more than fourteen (14) days after notification, even if you have made an opt-out request. The date of the transaction determines when the transaction occurred. Your opt-out right is not waived by using the Account prior to the effective date and use of the Account within fourteen (14) days of the effective date does not constitute acceptance of the change in terms. However, your right to opt out is forfeited if you are more than sixty (60) days past due. You have the option to (i) close your Account by phoning us at 256-722-3480 or 1-800-234-1234 ext. 3480 whereupon you shall have the right to continue to pay off the Account in the same manner and under the same Terms and Conditions as then in effect. If you opt out, your Account will be closed and your ability to use the Account for further advances will be terminated; or (ii) take no action and allow at least the forty-five (45) day period to elapse, or use your Card or Account more than fourteen (14) days after the effective date, either of which shall constitute your consent to the amendment(s). If you have not received your Card for your Account and you obtain new extensions of credit on your Account after the required notice period, the same requirements in this section apply. We have the right to assign and transfer our rights under this Agreement and any amounts you owe us; and the terms "we", "us" or "our" shall be deemed to include each and every immediate and successive assignee.

International Transactions/Foreign Exchange/Currency Conversion. A MASTERCARD International Service Assessment (ISA) fee will be charged on all international transactions regardless of whether there is a currency conversion. An international transaction is defined as a transaction where the card issuer's country is different than the merchant's country; therefore, a transaction over the Internet could qualify as an international transaction. If you use your Card for international transactions that do not involve currency conversion (single currency transaction) an ISA fee of up to 1% of the transaction will be charged. This fee will be charged for every international single currency transaction. If you use your Card for international transactions in a currency other than U.S. dollars, the transactions will be converted to U.S. dollars (multicurrency transaction) and an ISA fee of up to 1% of the transaction will be charged. This fee will be charged for every international multicurrency transaction. The transactions will generally be converted using either a (i) government-mandated rate or (ii) wholesale market rate in effect the day before the transaction processing date, increased

by the applicable fee. If a credit is subsequently given for either a single or multicurrency transaction, it will be decreased by the applicable fee. These fees will post as a separate item on your Account. For converted transactions, if the credit has a different processing date, than the exchange rate of the credit, it can be greater/less than that of the original transaction. The currency conversion rate on the day before the transaction processing date may differ from the rate in effect at the time of the transaction or on the date the transaction is posted on your Account. You agree to accept the converted amount in U.S. dollars.

<u>Severability.</u> If any provision of this Agreement is held invalid all valid provisions that are severable from the invalid provision remain in effect.

<u>Captions and Catchlines for Reference Only.</u> Captions and catchlines are intended solely as aids to convenient reference, and no inference as to intent with respect to this Agreement may be drawn from them.

Governing Law. This Agreement is governed by Federal laws and the laws of Alabama as they each apply.

#### YOUR BILLING RIGHTS

**Your Billing Rights: Keep This Document For Future Use** 

This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

#### What To Do If You Find A Mistake On Your Statement

If you think there is an error on your statement, write to us at:

Redstone Federal Credit Union 220 Wynn Drive Huntsville, Alabama 35893

In your letter, give us the following information:

- Account information: Your name and account number.
- <u>Dollar amount</u>: The dollar amount of the suspected error.
- <u>Description of problem</u>: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within sixty (60) days after the error appeared on your statement.
- At least three (3) business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors <u>in writing</u>. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

# What Will Happen After We Receive Your Letter

# When we receive your letter, we must do two things:

1. Within thirty (30) days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.

Redstone Federal Credit Union- Public

2. Within ninety (90) days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

## While we investigate whether or not there has been an error:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

# After we finish our investigation, one of two things will happen:

- If we made a mistake: You will not have to pay the amount in question or any interest or other fees related to that amount.
- If we do not believe there was a mistake: You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within  $\underline{\text{ten } (10) \text{ days}}$  telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.

#### **Your Rights If You Are Dissatisfied With Your Credit Card Purchases**

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

- 1. The purchase must have been made in your home state or within one hundred (100) miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
- 2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
- 3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at:

Redstone Federal Credit Union 220 Wynn Drive Huntsville, Alabama 35893

While we investigate, the same rules apply to the disputed amount as discussed above.

After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.